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CITY OF TORRANCE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA GUADALUPE DIAZ; A.D., a
minor by and through his Guardian Ad
Litem, MARIA GUADALUPE DIAZ;
A.D., a minor by and through his
Guardian Ad Litem, MARIA
GUADALUPE DIAZ; LEONARDO
DIAZ; and RAMONA RAMIREZ DE
DIAZ,

Plaintiffs,

v.

CITY OF TORRANCE; and DOES 1-10,
inclusive,

Defendants.

Case No. 2:25-cv-03389-JLS(JCx)

Honorable Josephine L. Staton, Dept.
8A

**DEFENDANT CITY OF
TORRANCE'S ANSWER TO
PLAINTIFFS' COMPLAINT;
DEMAND FOR JURY TRIAL**

Action filed: 04/17/25

ANSWER TO COMPLAINT FOR DAMAGES

Answering Plaintiffs' Complaint for Damages for (1) Unreasonable Search and Seizure – Excessive Force (42 U.S.C. §1983); (2) Unreasonable Search and Seizure – Denial of Medical Care (42 U.S.C. §1983); (3) Substantive Due Process (42 U.S.C. §1983); (4) Battery (Wrongful Death and Survival Damages); (5) Negligence (Wrongful Death and Survival Damages); and (6) Violation of Bane Act (Cal. Civil Code §52.1) ("Complaint"), Defendant City of Torrance admits, denies, and alleges as follows:

INTRODUCTION

1. Answering paragraph 1 of the Complaint, Defendant denies that Defendant or DOE Officers engaged in any unlawful acts or omissions or misconduct involving Leonardo Diaz ("Decedent") or Plaintiffs, and Defendant denies all liability. As to all remaining allegations in paragraph 1, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

2. Answering paragraph 2 of the Complaint, Defendant denies that Defendant or DOE Officers engaged in any unlawful acts or omissions or misconduct involving Leonardo Diaz ("Decedent") or Plaintiffs, and Defendant denies all liability. As to all remaining allegations in paragraph 2, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

3. Answering paragraph 3 of the Complaint, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

4. Answering paragraph 4 of the Complaint, Defendant denies that

1 Defendant or DOE Officers engaged in any unlawful acts or omissions or
2 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
3 denies all liability. As to all remaining allegations in paragraph 4, Defendant
4 lacks sufficient information and belief upon which to answer the allegations
5 contained therein, and on that basis denies the allegations.

6 5. Answering paragraph 5 of the Complaint, Defendant denies that
7 Defendant or DOE Officers engaged in any unlawful acts or omissions or
8 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
9 denies all liability. As to all remaining allegations in paragraph 5, Defendant
10 lacks sufficient information and belief upon which to answer the allegations
11 contained therein, and on that basis denies the allegations.

12 6. Answering paragraph 6 of the Complaint, Defendant denies that
13 Defendant or DOE Officers engaged in any unlawful acts or omissions or
14 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
15 denies all liability. As to all remaining allegations in paragraph 6, Defendant
16 lacks sufficient information and belief upon which to answer the allegations
17 contained therein, and on that basis denies the allegations.

18 7. Answering paragraph 7 of the Complaint, Defendant denies that
19 Defendant or DOE Officers engaged in any unlawful acts or omissions or
20 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
21 denies all liability. As to all remaining allegations in paragraph 7, Defendant
22 lacks sufficient information and belief upon which to answer the allegations
23 contained therein, and on that basis denies the allegations.

24 8. Answering paragraph 8 of the Complaint, Defendant denies that
25 Defendant or DOE Officers engaged in any unlawful acts or omissions or
26 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
27 denies all liability. As to all remaining allegations in paragraph 8, Defendant
28

1 lacks sufficient information and belief upon which to answer the allegations
2 contained therein, and on that basis denies the allegations.

3 9. Answering paragraph 9 of the Complaint, Defendant admits that the
4 City of Torrance is a public entity. As to all remaining allegations in paragraph
5 9, Defendant lacks sufficient information and belief upon which to answer the
6 allegations contained therein, and on that basis denies the allegations.

7 10. Answering paragraph 10 of the Complaint, Defendant lacks sufficient
8 information and belief upon which to answer the allegations contained therein,
9 and on that basis denies the allegations.

10 11. Answering paragraph 11 of the Complaint, Defendant lacks sufficient
11 information and belief upon which to answer the allegations contained therein,
12 and on that basis denies the allegations.

13 12. Answering paragraph 12 of the Complaint, Defendant lacks sufficient
14 information and belief upon which to answer the allegations contained therein,
15 and on that basis denies the allegations.

16 13. Answering paragraph 13 of the Complaint, Defendant lacks sufficient
17 information and belief upon which to answer the allegations contained therein,
18 and on that basis denies the allegations.

19 14. Answering paragraph 14 of the Complaint, Defendant lacks sufficient
20 information and belief upon which to answer the allegations contained therein,
21 and on that basis denies the allegations.

22 15. Answering paragraph 15 of the Complaint, Defendant lacks sufficient
23 information and belief upon which to answer the allegations contained therein,
24 and on that basis denies the allegations.

25 16. Answering paragraph 16 of the Complaint, Defendant lacks sufficient
26 information and belief upon which to answer the allegations contained therein,
27 and on that basis denies the allegations.

JURISDICTION AND VENUE

17. Answering paragraph 17 of the Complaint, Defendant admits that the Court may have jurisdiction over this action, but Defendant reserves the right to challenge jurisdiction. Defendant denies that Defendant or DOE Officers engaged in any unlawful acts or omissions or misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant denies all liability. As to all remaining allegations in paragraph 17, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

18. Answering paragraph 18 of the Complaint, Defendant admits that the venue may be proper, but Defendant reserves the right to challenge the propriety of venue. Defendant denies that Defendant or DOE Officers engaged in any unlawful acts or omissions or misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant denies all liability. As to all remaining allegations in paragraph 18, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

19. Answering paragraph 19 of the Complaint which incorporates by reference the allegations of other paragraphs of the Complaint, Defendant, to the extent applicable, incorporates by reference its respective admissions and denials to each such paragraph enumerated above.

20. Answering paragraph 20 of the Complaint, Defendant denies that Defendant or DOE Officers engaged in any unlawful acts or omissions or misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant denies all liability. As to all remaining allegations in paragraph 20, Defendant lacks sufficient information and belief upon which to answer the allegations contained therein, and on that basis denies the allegations.

1 21. Answering paragraph 21 of the Complaint, Defendant denies that
2 Defendant or DOE Officers engaged in any unlawful acts or omissions or
3 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
4 denies all liability. As to all remaining allegations in paragraph 21, Defendant
5 lacks sufficient information and belief upon which to answer the allegations
6 contained therein, and on that basis denies the allegations.

7 22. Answering paragraph 22 of the Complaint, Defendant denies that
8 Defendant or DOE Officers engaged in any unlawful acts or omissions or
9 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
10 denies all liability. As to all remaining allegations in paragraph 22, Defendant
11 lacks sufficient information and belief upon which to answer the allegations
12 contained therein, and on that basis denies the allegations.

13 23. Answering paragraph 23 of the Complaint, Defendant denies that
14 Defendant or DOE Officers engaged in any unlawful acts or omissions or
15 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
16 denies all liability. As to all remaining allegations in paragraph 23, Defendant
17 lacks sufficient information and belief upon which to answer the allegations
18 contained therein, and on that basis denies the allegations.

19 24. Answering paragraph 24 of the Complaint, Defendant denies that
20 Defendant or DOE Officers engaged in any unlawful acts or omissions or
21 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
22 denies all liability. As to all remaining allegations in paragraph 24, Defendant
23 lacks sufficient information and belief upon which to answer the allegations
24 contained therein, and on that basis denies the allegations.

25 25. Answering paragraph 25 of the Complaint, Defendant denies that
26 Defendant or DOE Officers engaged in any unlawful acts or omissions or
27 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
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1 denies all liability. As to all remaining allegations in paragraph 25, Defendant
2 denies the allegations.

3 26. Answering paragraph 26 of the Complaint, Defendant denies that
4 Defendant or DOE Officers engaged in any unlawful acts or omissions or
5 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
6 denies all liability. As to all remaining allegations in paragraph 26, Defendant
7 denies the allegations.

8 27. Answering paragraph 27 of the Complaint, Defendant denies that
9 Defendant or DOE Officers engaged in any unlawful acts or omissions or
10 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
11 denies all liability. As to all remaining allegations in paragraph 27, Defendant
12 denies the allegations.

13 28. Answering paragraph 28 of the Complaint, Defendant denies that
14 Defendant or DOE Officers engaged in any unlawful acts or omissions or
15 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
16 denies all liability. As to all remaining allegations in paragraph 28, Defendant
17 denies the allegations.

18 **FIRST CLAIM FOR RELIEF**

19 29. Answering paragraph 29 of the Complaint which incorporates by
20 reference the allegations of other paragraphs of the Complaint, Defendant, to the
21 extent applicable, incorporates by reference its respective admissions and denials
22 to each such paragraph enumerated above.

23 30. Answering paragraph 30 of the Complaint, Defendant denies that
24 Defendant or DOE Officers engaged in any unlawful acts or omissions or
25 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
26 denies all liability. As to all remaining allegations in paragraph 30, Defendant
27 denies the allegations.

1 31. Answering paragraph 31 of the Complaint, Defendant denies that
2 Defendant or DOE Officers engaged in any unlawful acts or omissions or
3 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
4 denies all liability. As to all remaining allegations in paragraph 31, Defendant
5 denies the allegations.

6 32. Answering paragraph 32 of the Complaint, Defendant denies that
7 Defendant or DOE Officers engaged in any unlawful acts or omissions or
8 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
9 denies all liability. As to all remaining allegations in paragraph 32, Defendant
10 lacks sufficient information and belief upon which to answer the allegations
11 contained therein, and on that basis denies the allegations.

12 33. Answering paragraph 33 of the Complaint, Defendant denies that
13 Defendant or DOE Officers engaged in any unlawful acts or omissions or
14 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
15 denies all liability. As to all remaining allegations in paragraph 33, Defendant
16 denies the allegations.

17 34. Answering paragraph 34 of the Complaint, Defendant denies that
18 Defendant or DOE Officers engaged in any unlawful acts or omissions or
19 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
20 denies all liability. As to all remaining allegations in paragraph 34, Defendant
21 denies the allegations.

22 35. Answering paragraph 35 of the Complaint, Defendant denies that
23 Defendant or DOE Officers engaged in any unlawful acts or omissions or
24 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
25 denies all liability. As to all remaining allegations in paragraph 35, Defendant
26 denies the allegations.

27 36. Answering paragraph 36 of the Complaint, Defendant denies that
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1 Defendant or DOE Officers engaged in any unlawful acts or omissions or
2 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
3 denies all liability for any damages (general, special, punitive, exemplary, or any
4 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
5 any kind from any of the Defendant to Plaintiffs.

6 37. Answering paragraph 37 of the Complaint, Defendant denies that
7 Defendant or DOE Officers engaged in any unlawful acts or omissions or
8 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
9 denies all liability for any damages (general, special, punitive, exemplary, or any
10 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
11 any kind from any of the Defendant to Plaintiffs.

12 **SECOND CLAIM FOR RELIEF**

13 38. Answering paragraph 38 of the Complaint which incorporates by
14 reference the allegations of other paragraphs of the Complaint, Defendant, to the
15 extent applicable, incorporates by reference its respective admissions and denials
16 to each such paragraph enumerated above.

17 39. Answering paragraph 39 of the Complaint, Defendant denies that
18 Defendant or DOE Officers engaged in any unlawful acts or omissions or
19 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
20 denies all liability. As to all remaining allegations in paragraph 39, Defendant
21 lacks sufficient information and belief upon which to answer the allegations
22 contained therein, and on that basis denies the allegations.

23 40. Answering paragraph 40 of the Complaint, Defendant denies that
24 Defendant or DOE Officers engaged in any unlawful acts or omissions or
25 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
26 denies all liability for any damages (general, special, punitive, exemplary, or any
27 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
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1 any kind from any of the Defendant to Plaintiffs.

2 41. Answering paragraph 41 of the Complaint, Defendant denies that
3 Defendant or DOE Officers engaged in any unlawful acts or omissions or
4 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
5 denies all liability. As to all remaining allegations in paragraph 41, Defendant
6 denies the allegations.

7 42. Answering paragraph 42 of the Complaint, Defendant denies that
8 Defendant or DOE Officers engaged in any unlawful acts or omissions or
9 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
10 denies all liability. As to all remaining allegations in paragraph 42, Defendant
11 denies the allegations.

12 43. Answering paragraph 43 of the Complaint, Defendant denies that
13 Defendant or DOE Officers engaged in any unlawful acts or omissions or
14 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
15 denies all liability for any damages (general, special, punitive, exemplary, or any
16 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
17 any kind from any of the Defendant to Plaintiffs.

18 44. Answering paragraph 44 of the Complaint, Defendant denies that
19 Defendant or DOE Officers engaged in any unlawful acts or omissions or
20 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
21 denies all liability for any damages (general, special, punitive, exemplary, or any
22 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
23 any kind from any of the Defendant to Plaintiffs.

24 45. Answering paragraph 45 of the Complaint, Defendant denies that
25 Defendant or DOE Officers engaged in any unlawful acts or omissions or
26 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
27 denies all liability for any damages (general, special, punitive, exemplary, or any
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1 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
2 any kind from any of the Defendant to Plaintiffs.

3 **THIRD CLAIM FOR RELIEF**

4 46. Answering paragraph 46 of the Complaint which incorporates by
5 reference the allegations of other paragraphs of the Complaint, Defendant to the
6 extent incorporates by reference its respective admissions and denials to each
7 such paragraph enumerated above.

8 47. Answering paragraph 47 of the Complaint, Defendant denies that
9 Defendant or DOE Officers engaged in any unlawful acts or omissions or
10 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
11 denies all liability. As to all remaining allegations in paragraph 47, Defendant
12 lacks sufficient information and belief upon which to answer the allegations
13 contained therein, and on that basis denies the allegations.

14 48. Answering paragraph 48 of the Complaint, Defendant denies that
15 Defendant or DOE Officers engaged in any unlawful acts or omissions or
16 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
17 denies all liability. As to all remaining allegations in paragraph 48, Defendant
18 lacks sufficient information and belief upon which to answer the allegations
19 contained therein, and on that basis denies the allegations.

20 49. Answering paragraph 49 of the Complaint, Defendant denies that
21 Defendant or DOE Officers engaged in any unlawful acts or omissions or
22 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
23 denies all liability. As to all remaining allegations in paragraph 49, Defendant
24 lacks sufficient information and belief upon which to answer the allegations
25 contained therein, and on that basis denies the allegations.

26 50. Answering paragraph 50 of the Complaint, Defendant denies that
27 Defendant or DOE Officers engaged in any unlawful acts or omissions or
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1 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
2 denies all liability. As to all remaining allegations in paragraph 50, Defendant
3 lacks sufficient information and belief upon which to answer the allegations
4 contained therein, and on that basis denies the allegations.

5 51. Answering paragraph 51 of the Complaint, Defendant denies that
6 Defendant or DOE Officers engaged in any unlawful acts or omissions or
7 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
8 denies all liability. As to all remaining allegations in paragraph 51, Defendant
9 lacks sufficient information and belief upon which to answer the allegations
10 contained therein, and on that basis denies the allegations.

11 52. Answering paragraph 52 of the Complaint, Defendant denies that
12 Defendant or DOE Officers engaged in any unlawful acts or omissions or
13 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
14 denies all liability. As to all remaining allegations in paragraph 52, Defendant
15 denies the allegations.

16 53. Answering paragraph 53 of the Complaint, Defendant denies that
17 Defendant or DOE Officers engaged in any unlawful acts or omissions or
18 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
19 denies all liability. As to all remaining allegations in paragraph 53, Defendant
20 denies the allegations.

21 54. Answering paragraph 54 of the Complaint, Defendant denies that
22 Defendant or DOE Officers engaged in any unlawful acts or omissions or
23 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
24 denies all liability. As to all remaining allegations in paragraph 54, Defendant
25 denies the allegations.

26 55. Answering paragraph 55 of the Complaint, Defendant denies that
27 Defendant or DOE Officers engaged in any unlawful acts or omissions or
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1 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
2 denies all liability. As to all remaining allegations in paragraph 55, Defendant
3 denies the allegations.

4 56. Answering paragraph 56 of the Complaint, Defendant denies that
5 Defendant or DOE Officers engaged in any unlawful acts or omissions or
6 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
7 denies all liability for any damages (general, special, punitive, exemplary, or any
8 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
9 any kind from any of the Defendant to Plaintiffs.

10 57. Answering paragraph 57 of the Complaint, Defendant denies that
11 Defendant or DOE Officers engaged in any unlawful acts or omissions or
12 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
13 denies all liability. As to all remaining allegations in paragraph 57, Defendant
14 denies the allegations.

15 58. Answering paragraph 58 of the Complaint, Defendant denies that
16 Defendant engaged in any unlawful acts or omissions or misconduct involving
17 Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant denies all liability for
18 any damages (general, special, punitive, exemplary, or any other damages),
19 penalties, fees, interests, or costs of any kind, or for any relief of any kind from
20 any of the Defendant to Plaintiffs.

21 59. Answering paragraph 59 of the Complaint, Defendant denies that
22 Defendant or DOE Officers engaged in any unlawful acts or omissions or
23 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
24 denies all liability for any damages (general, special, punitive, exemplary, or any
25 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
26 any kind from any of the Defendant to Plaintiffs.

27 60. Answering paragraph 60 of the Complaint, Defendant denies that
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1 Defendant or DOE Officers engaged in any unlawful acts or omissions or
2 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
3 denies all liability for any damages (general, special, punitive, exemplary, or any
4 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
5 any kind from any of the Defendant to Plaintiffs.

6 **FOURTH CLAIM FOR RELIEF**

7 61. Answering paragraph 61 of the Complaint which incorporates by
8 reference the allegations of other paragraphs of the Complaint, Defendant to the
9 extent incorporates by reference its respective admissions and denials to each
10 such paragraph enumerated above.

11 62. Answering paragraph 62 of the Complaint, Defendant denies that
12 Defendant or DOE Officers engaged in any unlawful acts or omissions or
13 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
14 denies all liability. As to all remaining allegations in paragraph 62, Defendant
15 denies the allegations.

16 63. Answering paragraph 63 of the Complaint, Defendant denies that
17 Defendant or DOE Officers engaged in any unlawful acts or omissions or
18 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
19 denies all liability for any damages (general, special, punitive, exemplary, or any
20 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
21 any kind from any of the Defendant to Plaintiffs.

22 64. Answering paragraph 64 of the Complaint, Defendant denies that
23 Defendant or DOE Officers engaged in any unlawful acts or omissions or
24 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
25 denies all liability for any damages (general, special, punitive, exemplary, or any
26 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
27 any kind from any of the Defendant to Plaintiffs.

1 65. Answering paragraph 65 of the Complaint, Defendant denies that
2 Defendant or DOE Officers engaged in any unlawful acts or omissions or
3 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
4 denies all liability for any damages (general, special, punitive, exemplary, or any
5 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
6 any kind from any of the Defendant to Plaintiffs.

7 66. Answering paragraph 66 of the Complaint, Defendant denies that
8 Defendant or DOE Officers engaged in any unlawful acts or omissions or
9 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
10 denies all liability for any damages (general, special, punitive, exemplary, or any
11 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
12 any kind from any of the Defendant to Plaintiffs.

13 **FIFTH CLAIM FOR RELIEF**

14 67. Answering paragraph 67 of the Complaint which incorporates by
15 reference the allegations of other paragraphs of the Complaint, Defendant, to the
16 extent applicable, incorporates by reference its respective admissions and denials
17 to each such paragraph enumerated above.

18 68. Answering paragraph 68 of the Complaint, Defendant denies that
19 Defendant or DOE Officers engaged in any unlawful acts or omissions or
20 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
21 denies all liability. As to all remaining allegations in paragraph 68, Defendant
22 denies the allegations.

23 69. Answering paragraph 69 of the Complaint, Defendant denies that
24 Defendant or DOE Officers engaged in any unlawful acts or omissions or
25 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
26 denies all liability for any damages (general, special, punitive, exemplary, or any
27 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
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1 any kind from any of the Defendant to Plaintiffs.

2 70. Answering paragraph 70 of the Complaint, Defendant denies that
3 Defendant or DOE Officers engaged in any unlawful acts or omissions or
4 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
5 denies all liability for any damages (general, special, punitive, exemplary, or any
6 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
7 any kind from any of the Defendant to Plaintiffs.

8 71. Answering paragraph 71 of the Complaint, Defendant denies that
9 Defendant or DOE Officers engaged in any unlawful acts or omissions or
10 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
11 denies all liability for any damages (general, special, punitive, exemplary, or any
12 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
13 any kind from any of the Defendant to Plaintiffs.

14 **SIXTH CLAIM FOR RELIEF**

15 72. Answering paragraph 72 of the Complaint which incorporates by
16 reference the allegations of other paragraphs of the Complaint, Defendant, to the
17 extent applicable, incorporates by reference its respective admissions and denials
18 to each such paragraph enumerated above.

19 73. Answering paragraph 73 of the Complaint, Defendant denies that
20 Defendant or DOE Officers engaged in any unlawful acts or omissions or
21 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
22 denies all liability. As to all remaining allegations in paragraph 73, Defendant
23 lacks sufficient information and belief upon which to answer the allegations
24 contained therein, and on that basis denies the allegations.

25 74. Answering paragraph 74 of the Complaint, Defendant denies that
26 Defendant or DOE Officers engaged in any unlawful acts or omissions or
27 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
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1 denies all liability. As to all remaining allegations in paragraph 74, Defendant
2 lacks sufficient information and belief upon which to answer the allegations
3 contained therein, and on that basis denies the allegations.

4 75. Answering paragraph 75 of the Complaint, Defendant denies that
5 Defendant or DOE Officers engaged in any unlawful acts or omissions or
6 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
7 denies all liability. As to all remaining allegations in paragraph 75, Defendant
8 denies the allegations.

9 76. Answering paragraph 76 of the Complaint, Defendant denies that
10 Defendant or DOE Officers engaged in any unlawful acts or omissions or
11 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
12 denies all liability. As to all remaining allegations in paragraph 76, Defendant
13 denies the allegations.

14 77. Answering paragraph 77 of the Complaint, Defendant denies that
15 Defendant or DOE Officers engaged in any unlawful acts or omissions or
16 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
17 denies all liability. As to all remaining allegations in paragraph 77, Defendant
18 denies the allegations.

19 78. Answering paragraph 78 of the Complaint, Defendant denies that
20 Defendant or DOE Officers engaged in any unlawful acts or omissions or
21 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
22 denies all liability. As to all remaining allegations in paragraph 78, Defendant
23 denies the allegations.

24 79. Answering paragraph 79 of the Complaint, Defendant denies that
25 Defendant or DOE Officers engaged in any unlawful acts or omissions or
26 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
27 denies all liability. As to all remaining allegations in paragraph 79, Defendant
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1 denies the allegations.

2 80. Answering paragraph 80 of the Complaint, Defendant denies that
3 Defendant or DOE Officers engaged in any unlawful acts or omissions or
4 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
5 denies all liability for any damages (general, special, punitive, exemplary, or any
6 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
7 any kind from any of the Defendant to Plaintiffs.

8 81. Answering paragraph 81 of the Complaint, Defendant denies that
9 Defendant or DOE Officers engaged in any unlawful acts or omissions or
10 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
11 denies all liability for any damages (general, special, punitive, exemplary, or any
12 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
13 any kind from any of the Defendant to Plaintiffs.

14 82. Answering paragraph 82 of the Complaint, Defendant denies that
15 Defendant or DOE Officers engaged in any unlawful acts or omissions or
16 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
17 denies all liability for any damages (general, special, punitive, exemplary, or any
18 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
19 any kind from any of the Defendant to Plaintiffs.

20 83. Answering paragraph 83 of the Complaint, Defendant denies that
21 Defendant or DOE Officers engaged in any unlawful acts or omissions or
22 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
23 denies all liability for any damages (general, special, punitive, exemplary, or any
24 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
25 any kind from any of the Defendant to Plaintiffs.

26 84. Answering paragraph 84 of the Complaint, Defendant denies that
27 Defendant or DOE Officers engaged in any unlawful acts or omissions or
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1 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
2 denies all liability. As to all remaining allegations in paragraph 84, Defendant
3 lacks sufficient information and belief upon which to answer the allegations
4 contained therein, and on that basis denies the allegations.

5 85. Answering paragraph 85 of the Complaint, Defendant denies that
6 Defendant or DOE Officers engaged in any unlawful acts or omissions or
7 misconduct involving Leonardo Diaz (“Decedent”) or Plaintiffs, and Defendant
8 denies all liability for any damages (general, special, punitive, exemplary, or any
9 other damages), penalties, fees, interests, or costs of any kind, or for any relief of
10 any kind from any of the Defendant to Plaintiffs.

11 **PRAYER FOR RELIEF**

12 86. Answering Plaintiffs’ Prayer for Relief, Defendant denies all liability
13 for any damages (general, special, punitive, exemplary, or any other damages),
14 penalties, fees, interests, or costs of any kind, or for any relief of any kind from
15 any of the Defendant to Plaintiffs.

16 **AFFIRMATIVE DEFENSES**

17 **FIRST AFFIRMATIVE DEFENSE**

18 **(Failure to State a Claim for Relief)**

19 Defendant alleges that neither the Complaint, nor any claim for relief
20 asserted therein, assert facts sufficient to constitute a claim against Defendant.

21 **SECOND AFFIRMATIVE DEFENSE**

22 **(Assumption of Risk)**

23 Defendant alleges the Decedent voluntarily assumed all risks,
24 responsibility and liability for the alleged injuries or damages, if any, sustained
25 by Plaintiffs.

26 **THIRD AFFIRMATIVE DEFENSE**

27 **(Claims Barred by Govt. Code § 820.2)**

1 Defendant alleges that each and every state law claim for relief contained
2 in Plaintiffs' Complaint is barred by the provisions of Government Code section
3 820.2. Specifically, except as otherwise provided by statute, a public employee is
4 not liable for an injury resulting from his act or omission where the act or omission
5 was the result of the exercise of the discretion vested in him, whether or not such
6 discretion be abused.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 **(Claims Barred by Govt. Code § 820.4)**

9 Defendant alleges that each and every state law claim for relief contained
10 in Plaintiffs' Complaint is barred by the provisions of Government Code section
11 820.4. Specifically, a public employee is not liable for his act or omission,
12 exercising due care, in the execution or enforcement any law.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 **(Claims Barred by Govt. Code § 820.8)**

15 Defendant alleges that each and every state law claim for relief contained
16 in Plaintiffs' Complaint is barred by the provisions of Government Code section
17 820.8. Specifically, except as otherwise provided by statute, a public employee is
18 not liable for an injury caused by the act or omission of another person.

19 **SIXTH AFFIRMATIVE DEFENSE**

20 **(Claims Barred by Govt. Code § 845)**

21 Defendant alleges that each and every state law claim for relief contained
22 in Plaintiffs' Complaint is barred by the provisions of Government Code section
23 845. Specifically, neither a public entity nor a public employee is liable for failure
24 to establish a police department or otherwise to provide police protection service
25 or, if police protection service is provided, for failure to provide sufficient police
26 protection service.

SEVENTH AFFIRMATIVE DEFENSE

(Claims Barred by Govt. Code § 845.8)

Defendant alleges that each and every state-law claim for relief contained in Plaintiffs' Complaint is barred by the provision of Government Code section 845.8. Specifically, neither a public entity, nor a public employee is liable for any injury caused by (1) an escaping or escaped prisoner; (2) an escaping or escaped arrested person; or (3) a person resisting arrest.

EIGHTH AFFIRMATIVE DEFENSE

(Claims Barred by Govt. Code § 845.6)

Defendant alleges that each and every state-law claim for relief contained in Plaintiffs' Complaint is barred by the provision of Government Code section 845.6. Specifically, neither a public entity, nor a public employee is liable for any injury proximately caused by the failure of the employee to furnish or obtain medical care for a prisoner in his custody.

NINTH AFFIRMATIVE DEFENSE

(Claims Barred by Govt. Code § 855.6)

Defendant alleges that each and every state-law claim for relief contained in Plaintiffs' Complaint is barred by the provision of Government Code section 855.6. Specifically, neither a public entity, nor a public employee is liable for any injury proximately caused by the failure to make a physical or mental examination, or to make an adequate physical or mental examination, of any person for the purpose of determining whether such person has a disease or physical or mental condition that would constitute a hazard to the health or safety of himself or others.

TENTH AFFIRMATIVE DEFENSE

(Claims Barred by Govt. Code § 856.4)

Defendant alleges that each and every state-law claim for relief contained

1 in Plaintiffs' Complaint is barred by the provision of Government Code section
2 856.4. Specifically, neither a public entity, nor a public employee is liable for any
3 injury resulting from the failure to admit a person to a public medical facility.

4 **ELEVENTH AFFIRMATIVE DEFENSE**

5 **(Failure to Mitigate Damages)**

6 Defendant alleges that though under a duty to do so, Plaintiffs and/or the
7 Decedent have failed and neglected to mitigate the alleged damages, and
8 therefore cannot recover against Defendant whether as alleged, or otherwise.
9 Defendant alleges that Plaintiffs and/or the Decedent failed to exercise a duty to
10 mitigate and limit the damage claim as to Defendant, which acts and omissions
11 by Plaintiffs and/or the Decedent have estopped Plaintiffs and/or the Decedent
12 from asserting any claim for damages or seeking the relief requested against
13 Defendant.

14 **TWELFTH AFFIRMATIVE DEFENSE**

15 **(Estoppel)**

16 Defendant alleges that each and every claim for relief contained in
17 Plaintiffs' Complaint is barred by the equitable doctrine of estoppel.

18 **THIRTEENTH AFFIRMATIVE DEFENSE**

19 **(Unclean Hands)**

20 Defendant alleges that each and every claim for relief contained in
21 Plaintiffs' Complaint is barred by the equitable doctrine of unclean hands.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 **(Lawful Conduct)**

24 Defendant alleges that its conduct and the conduct of DOE Officers was, at
25 all times, reasonable and lawful under the circumstances.

FIFTEENTH AFFIRMATIVE DEFENSE

(Privilege)

Defendant alleges that its conduct and the conduct of DOE Officers was, at all times, justified and privileged.

SIXTEENTH AFFIRMATIVE DEFENSE

(Acts or Omissions of Plaintiff)

Defendant alleges that, to the extent Plaintiffs suffered any damages, which Defendant denies, they were caused solely by the actions or omissions of the Decedent.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Legal and/or Proximate Cause)

Defendant alleges that its acts were not the legal and/or proximate cause of any of the damages alleged by Plaintiffs.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Comparative Negligence)

Defendant alleges that each and every claim for relief stated in Plaintiffs' Complaint is barred and/or subject to offset and reduction by virtue of the comparative negligence of the Decedent and/or others persons.

NINETEENTH AFFIRMATIVE DEFENSE

(Apportionment)

Defendant alleges that, if Plaintiffs suffered or sustained any loss or damage as alleged in the Complaint, such loss or damage was proximately caused and contributed to by persons or entities other than Defendant. The liability of all defendants, named or unnamed, should be apportioned according to the relative degrees of fault, and the liability of Defendant should be reduced accordingly.

TWENTIETH AFFIRMATIVE DEFENSE

(Offset)

Defendant alleges that any amount for which it is held liable and owing to Plaintiffs is offset by any and all amounts recovered by Plaintiffs from any other responsible parties, such that Defendants' liability will be reduced in an amount corresponding to those amounts recovered by Plaintiffs from such other responsible parties.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Waiver)

Defendant alleges that Plaintiffs and/or the Decedent have engaged in conduct and activities sufficient to constitute a waiver of any alleged duty, act or omission of any nature by Defendant, which waiver serves to preclude any recovery here sought by Plaintiffs.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(No Special Relationship)

Defendant alleges that there was no special relationship between Defendant and the Decedent. See *C.A. v. William S. Hart Union High School Dist.*, 53 Cal. 4th 861, 877 (Cal. 2012); see also *de Villers v. County of San Diego*, 156 Cal. App. 4th 238, 249-50 (2007).

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Claims Barred Due to Exercise of Reasonable Force)

Defendant alleges that each and every claim for relief contained in Plaintiffs' Complaint is barred because, the force used was reasonable under the circumstances.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Probable Cause of Threat)

Defendant alleges that each and every claim for relief contained in

1 Plaintiffs' Complaint is barred because Defendant and DOE Officers had probable
2 cause to believe that the Decedent posed a threat of serious physical harm to
3 Defendant, DOE Officers, or others.

4 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

5 **(Avoidable Consequences)**

6 Defendant alleges that the damages asserted by Plaintiffs in the Complaint
7 are barred, either in whole or in part, by the doctrine of avoidable consequences.
8 *State Department of Health Services v. Superior Court*, 31 Cal.4th 1026, 6 Cal.
9 Rptr. 3d 441 (2003).

10 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

11 **(Claims Barred Due to Reasonable and Probable Cause to Detain)**

12 Defendant alleges that each and every claim for relief contained in
13 Plaintiffs' Complaint is barred because, at all times mentioned in Plaintiffs'
14 Complaint herein, Defendant and DOE Officers had reasonable and probable
15 cause to detain and restrain the Decedent.

16 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

17 **(Speculative Damages)**

18 Defendant alleges that Plaintiffs' claims for damages are barred, either in
19 whole or in part, because Plaintiffs' purported damages are remote, speculative
20 and/or unavailable as a matter of law.

21 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

22 **(Qualified Immunity)**

23 Defendant alleges that each and every federal claim for relief contained in
24 the Complaint is barred because Defendant alleges that DOE Officers are entitled
25 to qualified immunity.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Constitutional Rights)

Defendant alleges that Defendant is immune from liability as Plaintiffs and Decedent have not been deprived of any rights, privileges, or immunities guaranteed by the Constitution or laws of the United States or by the Constitution or laws of the State of California.

THIRTIETH AFFIRMATIVE DEFENSE

(Failure to Join an Indispensable Party)

Defendant alleges that Plaintiffs' claims are barred, either in whole or in part, because Plaintiffs failed to join an indispensable party under Federal Rule of Civil Procedure 19.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Reservation of Additional Affirmative Defenses)

Defendant alleges that they are without sufficient information as to the nature and scope of Plaintiffs' claims for relief to be able to be fully assess and set forth all potentially-applicable affirmative defenses in this matter. Accordingly, Defendant hereby reserves the right to allege additional affirmative defenses as further information becomes known.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray as follows:

1. That the Complaint be dismissed in its entirety with prejudice;
2. That Plaintiffs take nothing by reason of their Complaint, and that judgment be entered in favor of Defendant;
3. That Defendant be awarded costs of suit and attorney's fees incurred in defense of this action pursuant to 42 U.S.C. § 1988 and other legal grounds; and

1 4. For such other and further relief as the Court deems just and proper.

2 Dated: June 18, 2025

JONES MAYER

3
4 By: Angela M. Powell

5 Angela M. Powell
6 Helen O. Kim
7 Attorney for Defendant,
8 CITY OF TORRANCE

9 **DEMAND FOR JURY TRIAL**

10 Defendant hereby demands a trial by jury as to all causes of action.

11 Dated: June 18, 2025

JONES MAYER

12
13 By: Angela M. Powell

14 Angela M. Powell
15 Helen O. Kim
16 Attorney for Defendant,
17 CITY OF TORRANCE
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